

Steven W. Suflas (SWS5352)
Edward T. Groh (ETG7011)
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
A Pennsylvania Limited Liability Partnership
Plaza 1000 – Suite 500, Main Street
Voorhees, NJ 08043-4636
(856) 761-3400

Attorneys for Defendant Steiner + Associates, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

DISTRICT 1199C, NATIONAL UNION OF
HOSPITAL AND HEALTH CARE EMPLOYEES,
AFSCME, AFL-CIO, and UNITED FOOD
AND COMMERCIAL WORKERS, LOCAL
1360, AFL-CIO,

Plaintiffs,

v.

STEINER + ASSOCIATES, INC.
CAREN S. FRANZINI,
GEORGE ZOFFINGER,
GWENDOLYN A FAISON,
EDWIN FIGUEROA,
CITY OF CAMDEN, and
CITY OF CAMDEN UNKNOWN POLICE
OFFICERS 1-50,

Defendants.

CIVIL ACTION

NO. 05-2918 (RBK)

**STIPULATED ORDER OF
SETTLEMENT**

This matter having been opened to the court by Freedman & Lorry, P.C. and Spear, Wilderman, Borish, Endy, Spear & Runkel, attorneys for the Plaintiffs, and Defendant Steiner + Associates, Inc., having appeared through its attorneys, Ballard Spahr Andrews & Ingersoll, LLP, and Defendant Caren S. Franzini, having been represented by Deputy Attorney General Anthony Cowell, and Defendant George R. Zoffinger, having been represented by his

attorneys, Windels Marx Lane & Mittendorf, LLP, and Defendants Gwendolyn A. Faison, Edwin Figueroa and the City of Camden having appeared through Assistant City Attorneys Felix P. Gonzalez and Mark McGuire, and given that the parties have reached an overall settlement of this lawsuit upon the terms herein provided,

It is on this 20th day of ~~December~~ ^{January}, 2006, ORDERED that:

1. This action is hereby dismissed with prejudice and without costs or attorney's fees to any party, except that the Court shall retain jurisdiction for purposes of monitoring and enforcing the settlement reached by the parties as embodied in this Order.

2. This action is hereby dismissed with prejudice and without costs as to the individually named Defendants, Caren Franzini, George Zoffinger, Gwendolyn A. Faison and Edwin Figueroa, and those parties are not subject to any of the continuing obligations embodied in this Order.

3. Defendant City of Camden agrees to withdraw criminal summonses presently pending in the Camden Municipal Court against Jennifer A. McQuaid (#03276, 036800), Linda A. Collins (#036798, 032762), Stuart G. Marks (#036020, 036019), Gary McCormick (#036017, 036018), Joseph Williams (#032767, 032768) and Peter S. Gould (#032765, 032766) arising out of their activities on May 25, 2005, and the City of Camden will not oppose any future petitions by any of these named individuals that may seek to expunge and/or otherwise clear them of any criminal record relating to these criminal summonses, provided that the City of Camden first receives properly executed agreements and releases from each of these individuals, in the form of the "Settlement Agreement and Release" appended to and incorporated into this Order as "Exhibit A".

4. As of the date of this Order, Plaintiffs and their officers, agents, representatives, members and servants, as well as any and all persons acting on their behalf, and all persons and organizations associated with or acting in concert, support or combination with them (hereinafter jointly referred to as “demonstrators”) and Defendants Steiner & Associates, Inc. (“Steiner”) and City of Camden agree that any gathering, parading or patrolling, leafleting, handbilling, loitering or picketing in the vicinity of Adventure Aquarium, shall be conducted in the following manner:

A. In order to publicize any complaint or grievance, including, but not limited to, any primary labor dispute, with Adventure Aquarium, demonstrators may peaceably, gather, parade, leaflet, handbill, patrol and picket on the sidewalks adjacent to Delaware Avenue, Federal Street and that portion of Riverside Drive running south from its northernmost intersection with Federal Street in the City of Camden, provided that they comply with the provisions of paragraph 5(F), below, as well as any and all applicable ordinances and regulations of the City of Camden. These areas are marked in “blue” on the map appended to and incorporated into this Order as Exhibits “B” and “E”.

B. In order to publicize any complaint or grievance, including, but not limited to, any primary labor dispute, with Adventure Aquarium, demonstrators may peaceably, gather, parade, leaflet, handbill, patrol and picket on the brick walkway running adjacent to the Delaware River (and not the grass or concrete areas to the east of the brick walkway), commonly referred to as the “Promenade”, which area is under the control of the Camden County Parks Department, provided that they comply with the provisions of paragraph 5(F), below, as well as any and all applicable ordinances and regulations of the Camden County Parks Department and the City of Camden. These areas also are marked in “blue” on the map appended to and incorporated into this Order as Exhibit “B”.

C. In order to publicize any complaint or grievance, including, but not limited to, any primary labor dispute, with Adventure Aquarium, demonstrators may peaceably gather, parade, leaflet, handbill, patrol and picket on the brick sidewalk running adjacent to the west side of that portion of Riverside Drive running north from the northern-most intersection with Federal Street to the southern-most intersection with Cooper Street, upon the condition that each demonstrator shall maintain a space of at least ten (10) feet from any other demonstrator (the parties agree that this limitation is to be applied with a standard of reasonableness) and provided that they comply with the provisions of paragraph 5(F), below, as well as any and all applicable ordinances and regulations of the City of Camden. These areas are marked in "green" on the maps appended to and incorporated into this Order as Exhibits "B", "C", "D" and "E".

D. In order to publicize any complaint or grievance, including, but not limited to, any primary labor dispute with Adventure Aquarium, no more than two individuals may peaceably leaflet in each of the four (4) brick walkways located directly adjacent to the intersections of Aquarium Drive and Riverside Drive, upon the conditions that each leafleter maintain a space of at least twenty (20) feet from any other leafleter (the parties agree that this limitation is to be applied with a standard of reasonableness), that they neither carry nor wear any placards, banners, flags, etc., that they act in a professional and non-confrontational manner, and that they comply with the provisions of paragraph 5(F), below, as well as any and all applicable ordinances and regulations of the City of Camden. These leafletters shall confine their activities to those areas running east towards Riverside Drive from that point where the brick walkways begin to broaden into the fire lanes. These areas are marked in "red" on the maps appended to and incorporated into this Order as Exhibits "B", "C", "D" and "E".

E. Plaintiffs further agree that there shall be no activity of any kind, including, but not limited to picketing, demonstrating or leafleting, in any other areas in the vicinity of Adventure Aquarium, including, but not limited to, the parking lots between Riverside Drive and Delaware Avenue, the sidewalks surrounding Aquarium Drive except as provided herein in paragraph 5(D), above, or the concrete sidewalks and landscaped areas surrounding the Adventure Aquarium building.

F. Demonstrators shall not engage in any of the following conduct:

(i) Interfering with the access to or egress from Adventure Aquarium or its environs by any patrons, visitors, employees, servants, agents, persons with whom the defendants have contracted, or by any other persons whatsoever having business in the vicinity;

(ii) Preventing or attempting to prevent, by physical blockage, harassment, threats, intimidation, coercion, violence, property damage, or otherwise, access to or egress from Adventure Aquarium or its environs, whether by vehicle or otherwise, by patrons, visitors, employees, servants, agents, persons with whom the defendants have contracted, or by any other persons whatsoever having business in the vicinity.

(iii) Trespassing¹ upon the property leased to the operators of Adventure Aquarium;

(iv) Using bullhorns or other audio amplification equipment, or stationing or parading an inflatable animal (such as a rat or any other similar symbol, depiction

¹ As defined in Black's Law Dictionary, "trespass" means a "wrongful entry on another's real property."

or device) in any area other than the streets of Delaware Avenue, Federal Street and that portion of Riverside Drive running south from the northernmost intersection of Federal Street and running north from the northernmost intersection of Market Street in the City of Camden; and

(v) Ordering, commanding, directing, assisting, aiding or abetting in any manner whatsoever any person or persons who attempt to violate or do in fact violate the provisions of this paragraph 5(F).

G. Plaintiffs will notify all persons and organizations acting in concert, support or combination with them of the terms of the Order and shall secure compliance by such other persons with the terms of this Order. Failure to do so is deemed non-compliance with the terms of this Order.

5. Law enforcement authorities with jurisdiction over the area that is the subject of this Order shall be provided with copies of the Order and shall have the authority to reasonably enforce the terms of this Order and to ensure reasonable compliance by the Plaintiffs and the demonstrators with its provisions and to take any and all necessary or appropriate steps to obtain such compliance with and obedience to this Order. However, if such officers, or representatives of Defendants, observe conduct which they believe to be in violation of this Order, they shall first verbally notify the individuals involved of the alleged improper conduct and request compliance before taking any further action to enforce compliance with and obedience to this Order. The parties further agree that if at any relevant time any individual(s) participating in demonstrating their labor dispute with the Adventure Aquarium engage in conduct that is in violation of a criminal statute, these law enforcement agencies have a duty to enforce those

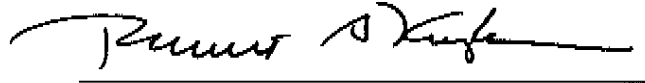
statutes and to take action that may not be covered by this Agreement and which may lead to the arrest and prosecution of said individual(s).

6. Nothing in this Order is intended to otherwise infringe upon the rights of any party under the National Labor Relations Act.

7. Any party has leave to move for dissolution or modification of the terms of this Order upon three (3) days notice to all other parties, provided that the moving party can demonstrate that there has been a change in the conditions of the operations in the areas encompassed by this Order.

8. This Order may be executed by the parties in one or more counterparts.

IT IS SO ORDERED:


ROBERT B. KUGLER, U.S.D.C.

January 20 2006
Dated: December __, 2005

CONSENTED AS TO FORM AND ENTRY:

DISTRICT 1199C, NATIONAL UNION OF
HOSPITAL AND HEALTH CARE EMPLOYEES,
AFSCME, AFL-CIO

By: FREEDMAN & LORRY, P.C.


WILLIAM H. HALLER, ESQ.

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1360, AFL-CIO,

By: SPEAR, WILDERMAN, BORISH, ENDY, SPEAR
& RUNCKEL, P.C.


WENDY CHIERICI, ESQ.

STEINER + ASSOCIATES, INC.

By: BALLARD SPAHR ANDREWS & INGERSOLL, LLP


STEVEN W. SUFLAS, ESQ.

CAREN S. FRANZINI

By: DEPUTY ATTORNEY GENERAL,
STATE OF NEW JERSEY

ANTHONY COWELL, ESQ.

GEORGE ZOFFINGER

By: WINDELS MARX LANE & MITTENDORF, LLP

TIMOTHY J. O'NEILL, ESQ.

GWENDOLYN FAISON

By: ASSISTANT CITY ATTORNEY

FELIX P. GONZALEZ, ESQ.

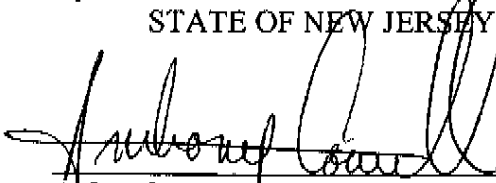
STEINER + ASSOCIATES, INC.

By: BALLARD SPAHR ANDREWS & INGERSOLL, LLP


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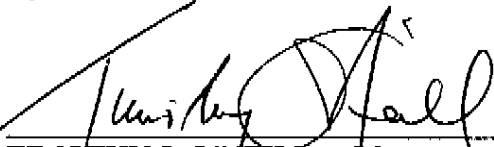
CAREN S. FRANZINI

By: DEPUTY ATTORNEY GENERAL,
STATE OF NEW JERSEY

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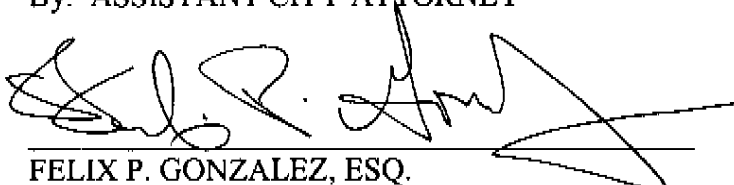
GEORGE ZOFFINGER

By: WINDELS MARX LANE & MITTENDORF, LLP

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GWENDOLYN FAISON

By: ASSISTANT CITY ATTORNEY


FELIX P. GONZALEZ, ESQ.

EDWIN FIGUEROA

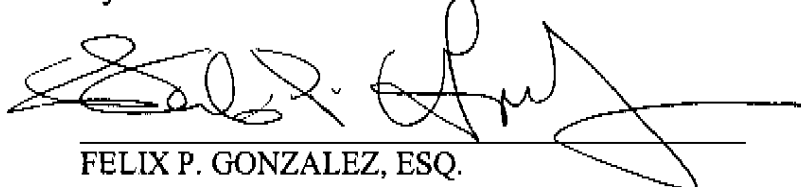
By: ASSISTANT CITY ATTORNEY



FELIX P. GONZALEZ, ESQ.

CITY OF CAMDEN

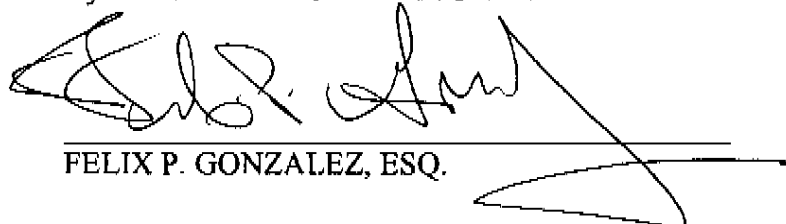
By: ASSISTANT CITY ATTORNEY



FELIX P. GONZALEZ, ESQ.

CITY OF CAMDEN UNKNOWN POLICE
OFFICERS 1-50,

By: ASSISTANT CITY ATTORNEY



FELIX P. GONZALEZ, ESQ.



**CITY OF CAMDEN
OFFICE OF CITY ATTORNEY**

City Hall, 4th Floor, Suite 419
P.O. Box 95120

Camden, New Jersey 08101-5120

Phone: (856) 757-7170/ Fax: (856) 342-7728

E-Mail: FeGonzal@CLCAMDEN.NJ.US

LEWIS WILSON
CITY ATTORNEY

GWENDOLYN A. FAISON
MAYOR

SETTLEMENT AGREEMENT AND RELEASE

For good and valuable consideration the undersigned, , Jennifer McQuaid, Linda A. Collins, Stuart G. Marks, Gary McCormick, Joseph Williams and Peter Gould, individually and on behalf of District 1199C National Union Of Hospital and Health Care Employees, AFSCME, AFL-CIO and their heirs, executors, administrators, successors, and assigns release, enter into this settlement agreement and release and they acquit and forever discharge the City of Camden, Honorable Gwendolyn Faison, Mayor and Edwin Figueroa, Police Chief and their agents, employees, successors, and administrators and departments of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen personal injuries and/or any other ascertainable damages thereof resulting from the events which occurred on or about May 25, 2005, and that were the facts of lawsuit titled, District 1199C, et al v. Camden City, et al, U.S. District Court Case 05cv2918(RBK).

It is understood and agreed that this settlement is the compromise of a claim, it is not to be construed as an admission of liability on the part of any of the parties hereby released, and that said release is intended only to operate as a release of whatever claims the undersigned may have against on account of damages mentioned and asserted during the prosecution of the above described lawsuit, and for the express purpose of precluding forever any further or additional claims relating to the personal injuries and/or any other ascertainable damages arising out of the aforesaid incident.

It is expressly understood and agreed that the acceptance of the terms described in this document are considered full accord and satisfaction of and in compromise of all disputed claims and that there is no admission of liability, but is made for the purpose of terminating all disputes and litigation between the parties. Jennifer McQuaid, Linda A. Collins, Stuart G. Marks, Gary McCormick, Joseph Williams and Peter Gould, individually and on behalf of District 1199C National Union Of Hospital and Health Care Employees, AFSCME, AFL-CIO agree that as a further consideration and inducement for this compromise settlement that it shall apply to all unknown and unanticipated damages resulting from said incident as well as to those that have been already disclosed. The undersigned further declare that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this release contains the entire agreement between the parties hereto, and that the terms of this release are contractual and not a mere recital.

The consideration between the parties includes that the City of Camden will work with **District 1199C National Union Of Hospital and Health Care Employees, AFSCME, AFL-CIO** if they wish to demonstrate at any future date, if they so desire, any issues that they choose concerning their grievances against the Aquarium, which is located on the waterfront in the City of Camden, NJ. District 1199C National Union Of Hospital and Health Care Employees, AFSCME, AFL-CIO will assume the responsibility of contacting the City of Camden Police Department concerning any future demonstrations and exercise of their free speech rights.

Further consideration for this release is that any criminal summonses against Jennifer A. McQuaid, 032764, 036800, Linda A. Collins 036798, 032762, Stuart G. Marks 036020, 036019, Gary McCormick, 036017, 036018, Joseph Williams, 032767, 032768, Peter S. Gould, 032765, 032766, copies of these summonses are attached hereto and marked Exhibit "A", that arose out of the May 25, 2005 incident and that are presently pending against them in the Camden Municipal Court will be withdrawn by the City of Camden and that the City of Camden will not oppose any future petitions by the above named individuals that may seek to expunge and/or otherwise clear them of any criminal record related to these charges.

All parties to this Settlement Agreement and Release state that they have carefully read the foregoing and know the contents thereof, and they sign the same as their own free act.

SIGNED BY: _____ on _____
Peter Gould, Individually Date
and on behalf of
District 1199C National Union
of Hospital and Health Care
Employees, AFSCME, AFL-CIO

SIGNED BY: _____ on _____
Jennifer A. McQuaid Date

SIGNED BY: _____ on _____
Stuart G. Marks Date

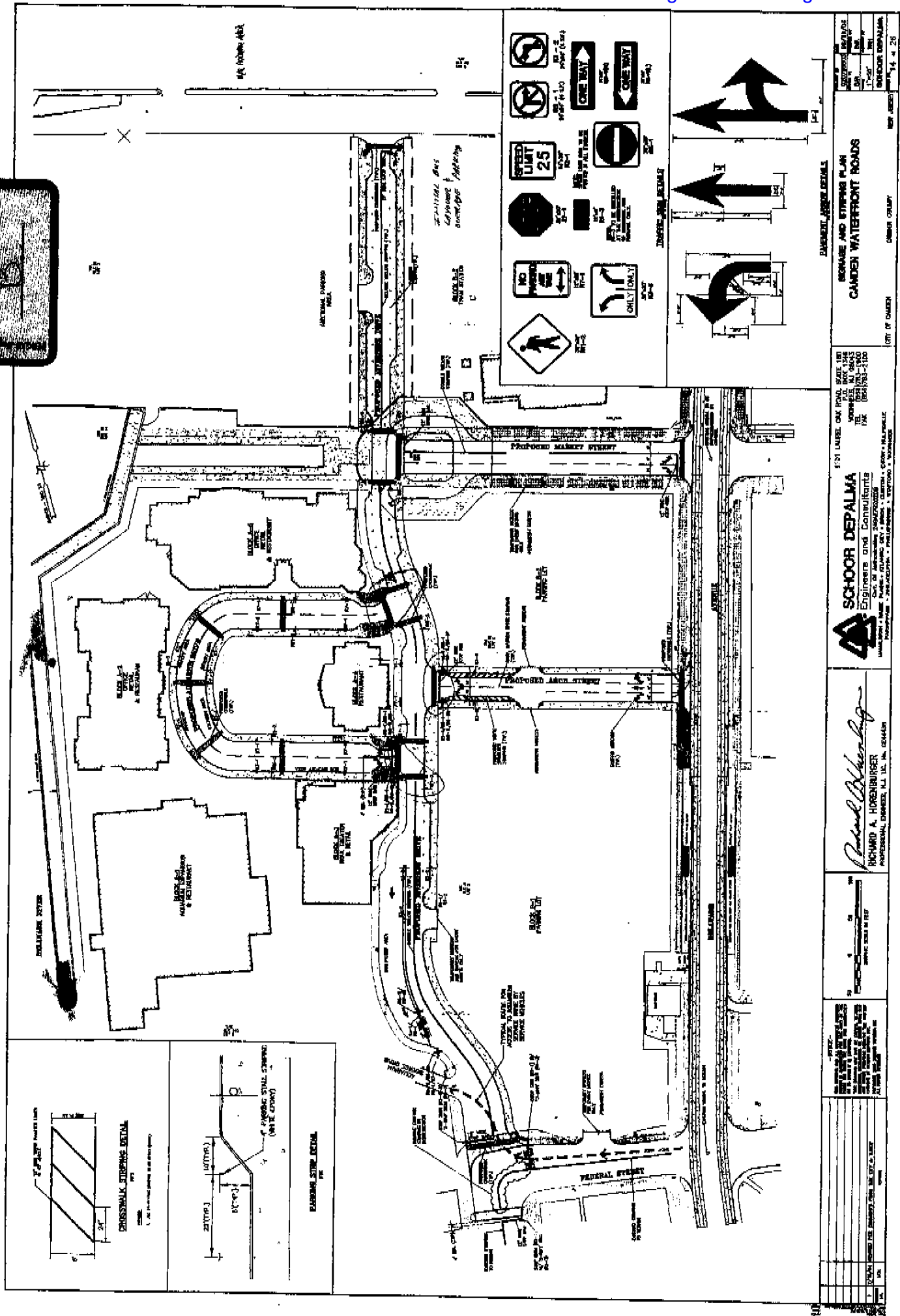
SIGNED BY: _____ on _____
Gary McCormick Date

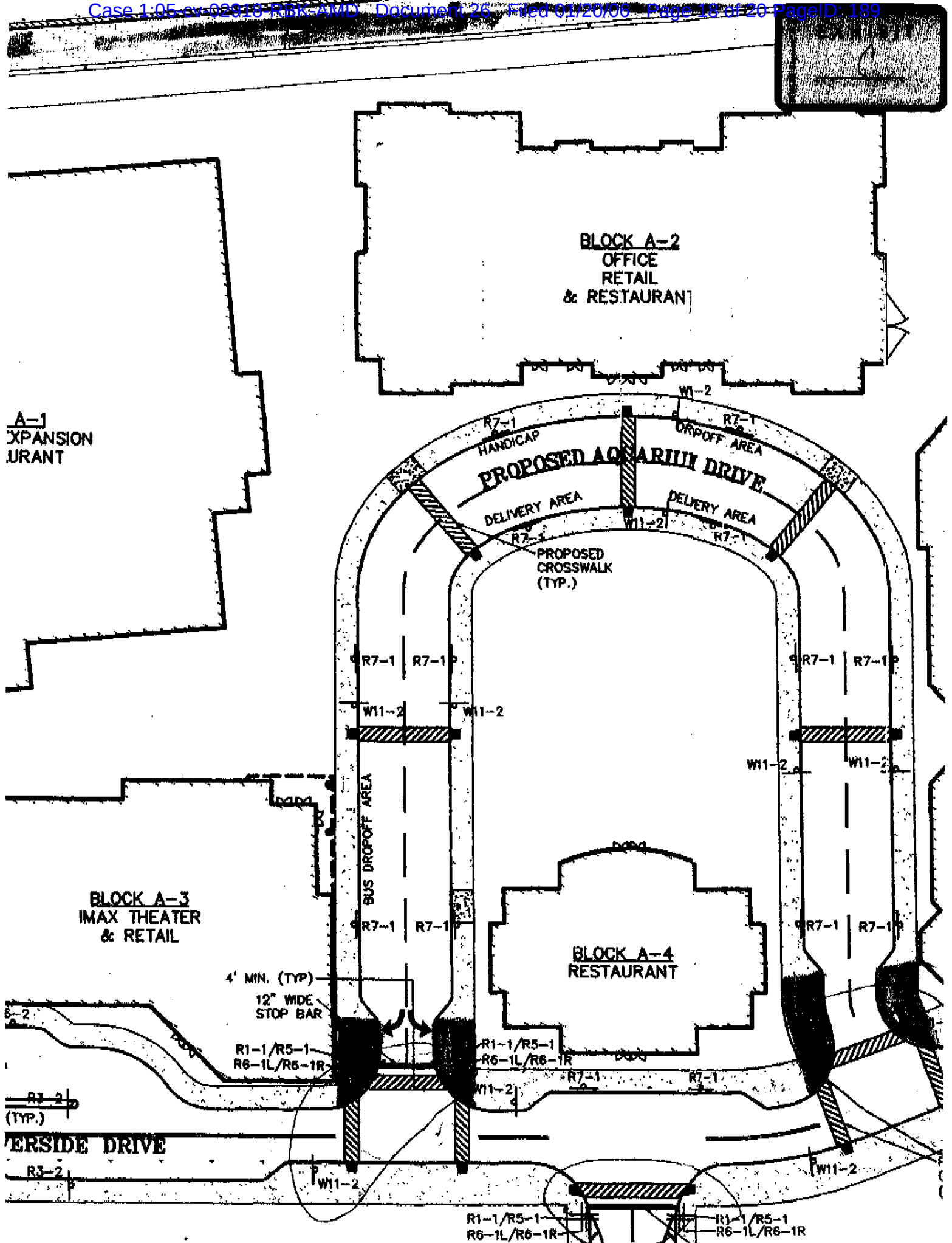
SIGNED BY: _____ on _____
Joseph Williams Date

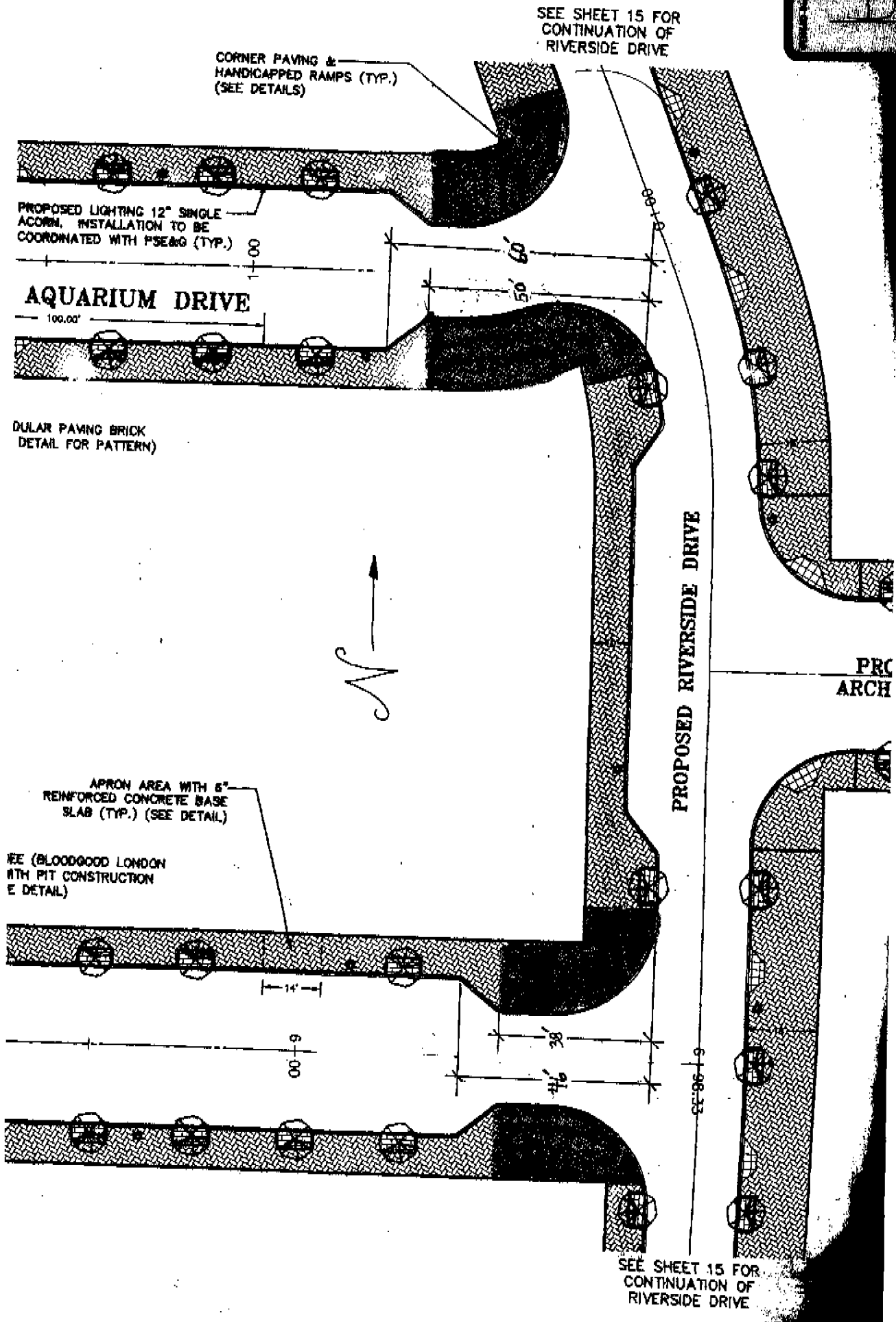
SIGNED BY: _____ on _____
Linda Collins Date

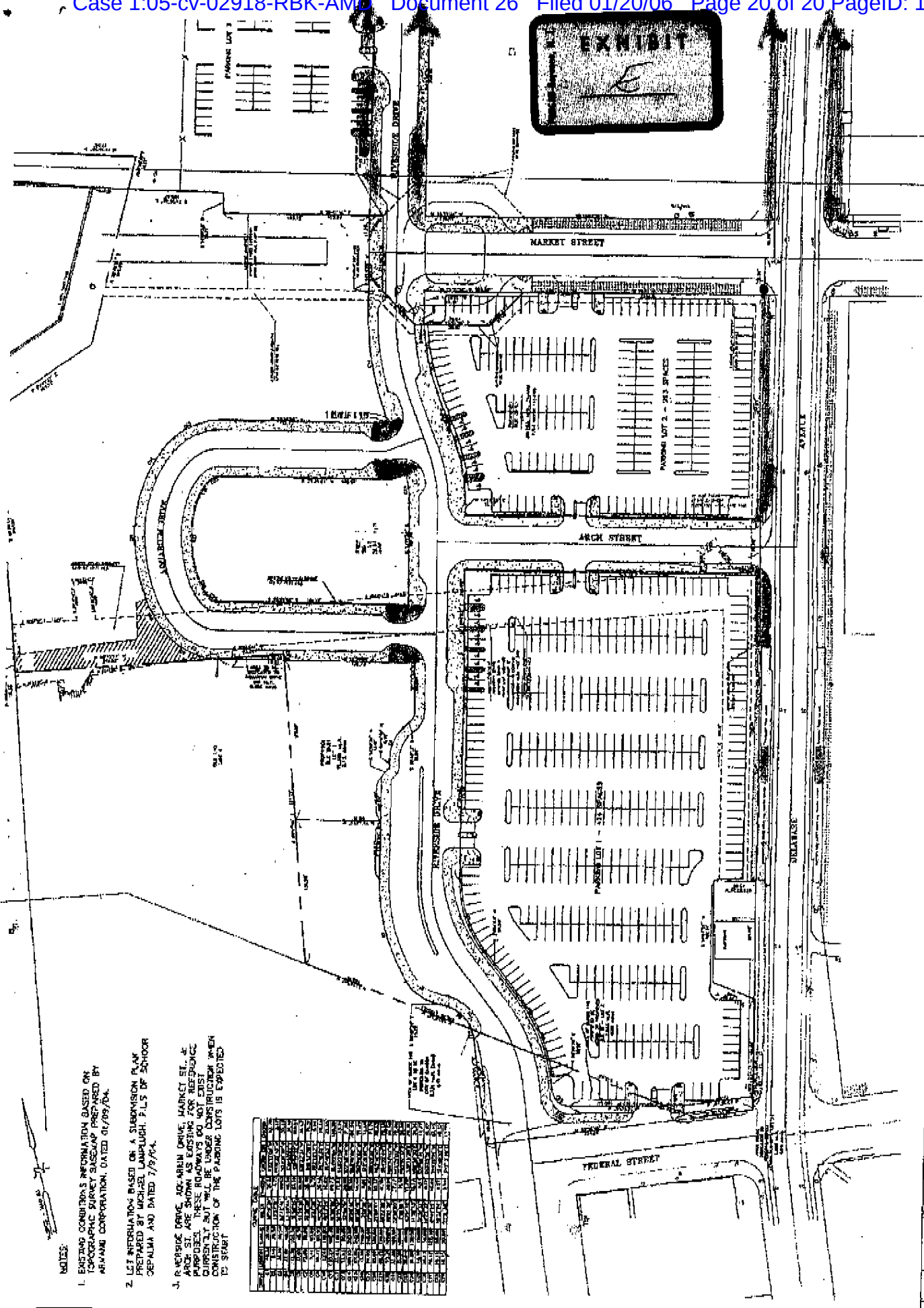
SIGNED BY: _____ on _____
Lewis Wilson Date
City Attorney
City of Camden

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- NOTES:
1. EXISTING CONDITIONS INFORMATION BASED ON LANDSCAPE SURVEY BASEMAP PREPARED BY ARLAND CORPORATION, DATED 01/09/04.
 2. LOT INFORMATION BASED ON A SUBDIVISION PLAN PREPARED BY MICHAEL LAMPUUGH, P.L.S. OF SCHOR DEPALMA AND DATED 7/9/04.
 3. PARKING DRIVE, AQUARIUM DRIVE, MARKET ST., & ARCH ST. ARE SHOWN AS EXISTING FOR REFERENCE PURPOSES. THESE ROADS ARE NOT CURRENTLY BEING CONSTRUCTED. THE PARKING LOTS IS EXPECTED TO START.

110: LAUREL OAK ROAD, DATE 180
WOODBRIDGE, VA 22191
TEL: (571) 753-1800
FAX: (571) 753-2100

SCHOR DEPALMA
Engineers and Consultants
Get it Right the First Time

Richard A. Horenburger
RICHARD A. HORENBURGER

NOTICE:
THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED. THE ENGINEER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN.

SCALE: 1" = 100'